IBM PHYSICAL ANALYICS INTEGRATED REPOSITORY (PAIRS)

Cloud Services

This Service Description (“Agreement”) describes the “IBM Research IBM PAIRS” Cloud Service IBM provides to You. You includes authorized users or recipients of the Cloud Service as set forth herein.

1. IBM PAIRS

PAIRS stands for IBM’s Physical Analytics Integrated Repository Services, which is a processing and analytics platform for big spatio-temporal data created by IBM. The PAIRS technology helps enable running complex analysis between different data layers of spatio-temporal information with the goal of reducing the processing time of such information. PAIRS accepts data queries in the form of physical boundaries and/or other physical characteristics (e.g., elevation, soil type, etc.) and returns the data in standard file formats (e.g., geotiff, csv, xml, json). In addition, PAIRS includes advanced analytical data layers which have been computed from other layers.

IBM operates, through its Cloud Marketplace, the IBM Research IBM PAIRS Cloud Service (“Cloud Service”), which may be updated or modified by IBM at its sole discretion at any time.

2. Definitions

“End User” means an end user of Cloud Service and IBM PAIRS Data utilizing the Cloud Service for evaluation purposes only.

“Copyrightable Materials” means IBM PAIRS Data which are owned by IBM and licensed to You under this Agreement, and excluding any software. For clarity under this Agreement You will not have access to software in source code or object form, but You will have access to the Cloud Service.

“IBM PAIRS Data” means the results that are generated by IBM for You during the Term. For avoidance of doubt, IBM shall own the IBM PAIRS Data which shall be licensed to You under this Agreement.

3. Use and Restrictions

3.1 Access to the Cloud Service is provided to You by IBM solely for non-commercial evaluation purposes by You. You are strictly prohibited from using the Cloud Service or IBM PAIRS Data for any content that requires an export license. Any use beyond the above will require a separate signed agreement, which IBM may enter at its sole discretion.

3.2 IBM hereby grants to You, during the term of this Agreement, a nonexclusive, nontransferable, revocable, internal copyright license to the IBM PAIRS Data generated by IBM under this Agreement to use, execute, display, reproduce, perform, disclose, distribute and transmit internally, and prepare derivative works from such IBM PAIRS Data, solely for the purpose of evaluating the Cloud Service, including use of the Cloud Service to create a solution which You make available for evaluation by third party solution end users which is based in whole or in part on the Cloud Service (the “Solution”). You may not however allow direct access to the Cloud Service independent of Your Solution without specific written approval from IBM.

3.3 IBM owns all rights in the Cloud Service. You represent and warrant that You have all necessary rights to use any data or information You provide for use in conjunction with the Cloud Service or otherwise provide to IBM, and that no part of any work of authorship provided by You to IBM violates any intellectual property rights of any third party.

3.4 You are responsible to have appropriate agreements in place with Your Solution end users and You are responsible for all use of the Solution, including any content provided. You are solely responsible for any liability for damages or losses the Solution end users may incur as a result of using the Solution.

3.5 You assume all risks associated with its access to the Cloud Service all component(s) thereof. The risks You assumes include, but are not limited to, the risks of Cloud Service; damage to or loss of
You or third party Solution end user’s programs or equipment; and unavailability or interruption of operations.

3.6 You will not and will not allow any third party to: 1) copy, modify, link to, distribute or access the IBM Cloud Services or any component thereof, except as expressly provided in this Service Description; or 2) reverse engineer or otherwise attempt to discover or decode any component of the Cloud Services.

3.7 You will, at your sole expense, defend, indemnify and hold harmless IBM, its Subsidiaries, its officers, directors, agents, representatives and employees from and against any and all claims, demands, damages, liabilities, penalties, and expenses, including, but not limited to, attorney's fees and costs, whether arising in contract, tort or otherwise, wherever and by whomever brought, arising out of, or in connection with any claim brought against IBM relating to the use of the Cloud Service that is in breach this Agreement.

3.8 Neither IBM nor its suppliers are responsible for the accuracy, completeness, timeliness, reliability, content or availability of the Cloud Service.

4. Security Description

4.1 Security Policies

This Cloud Service follows IBM’s data security and privacy principles for SaaS which are available at http://www.ibm.com/cloud/data-security and any additional terms provided in this section. Any change to IBM’s data security and privacy principals will not degrade the security of the Cloud Service.

You recognize this Cloud Service does not offer features for the protection of content that contains personal data, sensitive personal data, or data subject to additional regulatory requirements. You are responsible for ensuring that no personal data, sensitive data, or data subject to additional regulatory requirements is provided within this Cloud Service or Solution. You acknowledge that IBM has no knowledge of the types of data that have been included in the content, and cannot make an assessment as to the suitability of the Cloud Service or the security protections in place.

You will be solely responsible for and will control access to the Cloud Service. You will ensure that all equipment which can access the Cloud Service will be physically and technically protected, including without limitation, screen and keyboard locks, and will prevent IP forwarding or other services such as DNS or DHCP, and maintain security for Your facilities and computer networks. You agree to protect all passwords from unauthorized users and use.

You will not: (i) use the Cloud Service for activity unrelated to the purpose set forth in this Services Description; (ii) connect remote devices to the Cloud Service for non-Purpose related activity; (iii) saturate the Cloud Service or consume its resources such that the Cloud Service is forced to reset or its performance is degraded such that it can no longer provide its intended service; (iv) use the Cloud Service or any connected You equipment for any unlawful or improper activity; (v) provide access to any third party other than as set forth in this Service Description; or (vi) use the IBM name, or any IBM trademark without IBM’s prior written approval.

You will ensure that no Harmful Code will enter IBM as a result of Your access. “Harmful Code” means any computer programming code constructed with the in-tent or likelihood of damage to or interference with other computer programs, data files or hardware, without the knowledge or consent of the computer user, and includes self-replicating and self-propagating program instructions such as viruses, worms, or the like. You will promptly notify IBM if You discovers or suspects that Harmful Code has entered IBM, and will fully cooperate with IBM’s efforts to remove Harmful Code and protect the Cloud Service, which may include, without limitation, termination of Your access rights to the Cloud Service.

Upon reasonable notice, IBM may verify Your compliance with the terms of this Agreement. You agree to cooperate with such verification. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

4.2 Security – No Encryption of Data

The Cloud Service does not encrypt content during data transmission between the IBM network and You or at rest awaiting data transmission.

You are responsible for any encryption of content and for addressing any encryption and obfuscation of any personally identifiable (PI) information within its Solution, and to ensure that no PI or SPI (sensitive
personal information) is provided to this Cloud Service. You also agree that it and third party Solution end users will not submit or upload any materials or software through the Cloud Service.

5. **Technical Support**

Technical support will be provided via email by IBM using commercially reasonable efforts, Monday through Friday, 8:00am to 5:00pm EST time, excluding local holidays and IBM site holidays. Such support will include usage questions and bug fixes. Questions and error reports may be submitted by email to: pairs@us.ibm.com.

For avoidance of doubt, IBM is under no obligation to maintain, correct, or otherwise support the Cloud Service. IBM does not represent that the Cloud Service will be made generally available. IBM does not represent that any system made generally available will be similar to or compatible with the Cloud Service provided under this Agreement.

6. **Charges**

Each party will bear its own expenses in connection with this Agreement.

IBM, however, may charge recurring or usage charges by providing 30 days’ notice to You. The change will be effective on the date specified in the notice.

7. **Term and Renewal**

The Cloud Service will be provided on a continuous monthly basis until You terminate by providing IBM 30 days written notice.

IBM reserves the right to revoke your access to the Cloud Service without cause and at any time.